

REMARKS/ARGUMENTS

Claims 1-18 are pending.

Claims 1, 10 and 18 are rejected under 35 U.S.C. § 112 as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The rejection states that the claims recite the feature “non-security policy.” On its face, this rejection indicates that the feature “non-security policy” is indefinite. One of ordinary skill in the art would clearly understand this feature to mean a policy that is not a security policy. This is the plain, English meaning of the term used, and Applicants do not intend any other meaning. Paragraph 19 describes both security and non-security policies; it is not necessary nor required that paragraph 19 specifically identify which are security policies and which are non-security policies, as long as one of ordinary skill in the art understands the policies described as including non-security policies. Quality of service, for example, is one such policy. Withdrawal of this rejection is respectfully requested.

Claims 1-8 and 10-16 are rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Publication No. 2004/0193912 issued to Li et al. (“Li”)

Applicants note that despite the fact the Examiner indicated that the Applicants’ arguments in the appeal brief, which argued the lack of anticipation of the claims by Li, were fully considered and were persuasive and that the rejection on Li was withdrawn, the Examiner has again rejected the claims as anticipated by Li. Applicants argued, successfully, the Li does not anticipate the claims. Citing to some other section of Li does not somehow transform Li into an anticipating reference. Li does not suddenly anticipate the claims because the Examiner has selected some other section of Li to cite to. The fact remains that Li is totally focused on and only describes security policies. Nothing that Examiner cites to changes that, as is shown in detail below.

To anticipate a claim, each and every element as set forth in the claim must be found, either expressly or inherently described, in a single prior art reference. Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987); see also MPEP § 2131. Moreover, the “identical invention must be shown in as complete detail as is contained in the ... claim.” Richardson v. Suzuki Motor Co., 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

Li does not expressly or inherently describe each and every of claims 1-8 and 10-16. Specifically, Li does not expressly or inherently describe “a plurality of device translators, each device translator corresponding to a respective one of said plurality of network devices and one of said plurality of device-agnostic policy implementations,” as recited in independent claim 1. For the same reasons, Li does not expressly or inherently describe “building a translator for a specific policy and vendor...the policies including non-security policies,” as recited in claims 10 and 18.

Indeed, in all the office actions, the Examiner fails to adequately address the “translator” features of claims 1, 10 and 18. The Examiner has consistently cited to the same section of Li without addressing Applicants’ arguments. Applicants respectfully request that the Examiner consider the “translator” features discussed herein.

The Examiner does not cite any section of Li as describing a plurality of device translators each corresponding to one of said network devices and one of said device-agnostic implementations. Rather, Examiner relies on his previous citation to paragraph [0028]. However, paragraph [0028] merely shows that Li describes “one or more policy decision translators.” It states that these translators “acquire, distribute, or push security policies to the appropriate security-enabled devices over the network.” Nothing in this sentence describes that each translator corresponds to one network device, let alone one device-agnostic implementation. Indeed, the following sentence suggests the opposite: “[t]he policy decision translators include logic to convert the intermediate data format of the security policies to needed data formats that can be used by each of the security-enabled devices.” [Emphasis added]. The underlined text shows the translators translating for multiple devices (formats for each of the security-enabled devices) and for multiple policies (format of the security policies). Therefore, Li not only fails to inherently or expressly describe a plurality of device translators each corresponding to one of said network devices and one of said device-agnostic implementations, but Li explicitly describes the opposite, translators corresponding to multiple implementations and multiple devices. Clearly then, Li cannot describe “building a translator for a specific policy and vendor.” Indeed, Li does not describe building a translator at all. Consequently, Li fails to anticipate independent claims 1, 10 and 18 and Appellants respectfully request the withdrawal of this rejection.

Moreover, Li fails to describe “a plurality of device-agnostic policy implementations, in which the device-agnostic policy implementations include non-security policy

implementations,” as recited in claim 1, and “building a translator...in which the computer network includes a plurality of policies...the policies including non-security policies,” as recited in claims 10 and 18. The Examiner cites to Li’s monitoring and tracking of security transactions as being a non-security policy. There are two major problems with Examiner’s reliance on the this aspect of Li. First, the Examiner attempts to completely divorce Li’s monitoring and tracking from the *security* transactions that Li monitors and tracks. Regardless of whether monitoring and tracking can be so divorced, Li only teaches monitoring and tracking of security transactions. Therefore, the Examiner cannot rely on Li for this rejection.

Second, and perhaps most importantly, Li does not describe its monitoring and tracking as a policy implementation. Rather, Li describes the monitoring and tracking of security transactions as part of its method for *managing security policies*. See Fig. 2 and paragraphs [0026] to [0030]. Figure 2 illustrates a method in which Li distributes security policies to devices from a policy repository, step 210, enforces the security policies on the devices, step 220 and *monitors and tracks security transactions* using a Policy Feedback Point (PFP) module, step 230. As is clearly shown by Figure 2 and the associated description, the monitoring and tracking by Li is not policy that it enforces on its devices, but rather a part of Li’s managing the security policies on those devices. Consequently, even if Examiner could divorce the monitoring and tracking from security transactions, Li does not describe the monitoring and tracking as a policy. Therefore, claims 1, 10 and 18 are not anticipated by Li.

Dependent claims 2-8 and 11-16 are not anticipated for at least the same reasons and their own independent features. Consequently, claims 1-8, 10-16 and 18 are not anticipated and are allowable. Applicants respectfully request withdrawal of this rejection.

Claims 9 and 17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Li as applied to claim 1 above, and further in view of U.S. Publication No. 2005/0160361 to Young. Young does not overcome the defects of Li described above. Indeed, as described above, Li teaches away from the claimed features. Consequently, claims 9 and 17 are not rendered obvious by Li and Young for at least the same reasons as provided above and their own independent features.

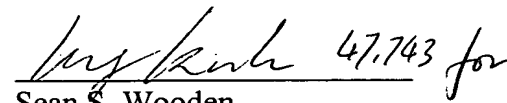
CONCLUSION

In view of the above remarks, Applicant respectfully submits that the application is in condition for allowance. Prompt examination and allowance are respectfully requested.

Should the Examiner believe that anything further is desired in order to place the application in even better condition for allowance, the Examiner is invited to contact Applicant's undersigned representative at the telephone number listed below.

Respectfully submitted,

Date: July 1, 2008


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